

ORIGINAL



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May 26, 2000

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. *000647-TP*
Petition of GTE Florida Incorporated for Approval of First Amendment to the
Interconnection, Resale and Unbundling Agreement with Network Telephone
Corporation

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's
Petition for Approval of First Amendment to the Interconnection, Resale and
Unbundling Agreement with Network Telephone Corporation. The amendment consists
of a total of 15 pages. Service has been made as indicated on the Certificate of
Service. If there are any questions regarding this matter, please contact me at (813)
483-2617.

Very truly yours,

Kim
Kimberly Caswell

KC:tas
Enclosures

RECEIVED & FILED

A part of GTE Corporation

Kim
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

06540 MAY 26 8

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of GTE Florida Incorporated for) Docket No.
Approval of First Amendment to Interconnection,) Filed: May 26, 2000
Resale and Unbundling Agreement with)
Network Telephone Corporation)
_____)

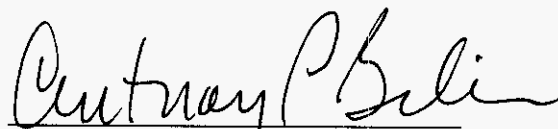
**PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL
OF FIRST AMENDMENT TO INTERCONNECTION, RESALE AND UNBUNDLING
AGREEMENT WITH NETWORK TELEPHONE CORPORATION**

GTE Florida Incorporated (GTE) files this petition before the Florida Public Service Commission (Commission) seeking approval of the first amendment to the interconnection, resale and unbundling agreement with Network Telephone Corporation. In support of this petition, GTE states:

The above agreement was approved by the Commission by Order No. PSC-99-0741-FOF-TP issued April 19, 1999 in Docket No. 990079-TP. The attached amendment replaces existing Article VII language with the new attached Article VII.

GTE respectfully requests that the Commission approve the attached amendment and that GTE be granted all other relief proper under the circumstances.

Respectfully submitted on May 26, 2000.

By: 
Kimberly Caswell
P. O. Box 110, FLTC0007
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Telephone No. (813) 483-2617

Attorney for GTE Florida Incorporated

DOCUMENT NUMBER-DATE

06540 MAY 26 8

FPSC-RECORDS/REPORTING

**FIRST AMENDMENT TO
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
BETWEEN
GTE FLORIDA INCORPORATED
AND
NETWORK TELEPHONE CORPORATION**

THIS FIRST AMENDMENT to [Interconnection, Resale and Unbundling Agreement] (the "Agreement") which became effective March 30, 1999, is by and between GTE Florida Incorporated (GTE) and Network Telephone Corporation (NETWORKTEL), GTE and NETWORKTEL being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Florida (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated March 30, 1999 in Docket No. 990079 (Agreement); and

WHEREAS, subsequent to the approval of the Agreement, NETWORKTEL notified GTE that it desired to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Replace existing Article VII language with new attached Article VII.
2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.

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IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.

GTE FLORIDA INCORPORATED

By: Connie Nicholas

Connie Nicholas

Name: _____

Assistant Vice President
Wholesale Markets-Interconnection

Title: _____

May 17, 2000

Date: _____

NETWORK TELEPHONE CORPORATION

By: Charles Emling, III

Name: CHARLES A. EMLING, III

Title: EXECUTIVE PRESIDENT

Date: April 24th 2000

APPROVED BY	
LEWIS & CLARK	
<u>TLR</u>	<u>5/3/00</u>
ATTORNEY	DATE

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**ARTICLE VII
UNBUNDLED NETWORK ELEMENTS (UNEs)**

1. General.

On January 25, 1999, the Supreme Court of the United States issued its decision in AT&T v. Iowa Utilities Board, 119 S. Ct. 721 (1999). Among other things, the Court vacated the FCC's list of unbundled network elements (UNEs) set forth in Rule 51.319, holding that the FCC failed to apply the Act's "necessary" or "impair" standard in creating its list. On November 5, 1999, the FCC issued an order establishing a new Rule 51.319 that reflects a new list of UNEs (the "UNE Remand Order"). On December 9, 1999, the FCC released a separate order that adds the high frequency portion of the local loop, or "line sharing," to this list (the "Line Sharing Order"). With the exception of dark fiber loops, subloops, inside wire, packet switching, dark fiber transport, access to the calling name, 911 and E911 databases, access to loop qualification information and line sharing (collectively, the "additional UNEs"), the UNEs established by the FCC in its new Rule 51.319 pursuant to the UNE Remand and Line Sharing Orders became effective February 17, 2000. With the exception of line sharing, the Additional UNEs become effective May 17, 2000. GTE may not be able to make line sharing available as a UNE before June 6, 2000.

Unless otherwise specified in this Article, the ordering, provisioning, billing and maintenance of UNEs will be governed by the GTE Guide. GTE will provide UNE offerings pursuant to this Article only to the extent they are Currently Available in GTE's network. GTE will not construct new facilities to offer any UNE or combination of UNEs.

Notwithstanding anything to the contrary in this Article, GTE does not waive, and hereby expressly reserves, its rights: (a) to challenge the legality of Rule 51.319, the UNE Remand and Line Sharing Orders and/or any other related FCC orders or rules; (b) to appeal of the FCC pricing rules; (c) to assert or continue to assert that certain provisions of the FCC's First and Second Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; and (d) to take any appropriate action, including, without limitation, requiring retroactive pricing adjustments relating to the offering of UNEs and UNE combinations, based on the outcome of any of the actions or challenges described in subparagraphs (a)-(c) above or any other actions.

The UNEs, including combinations of UNEs, hereunder shall only be made available and shall only be used, for the provision of Telecommunication Service, as that term is defined by the Act.

2. Description of UNE Offerings.

2.1 Individual UNEs.

GTE will provide NETWORKTEL with the following UNEs pursuant to this Article:

- 2.1.1 Local Loops. The local loop UNE is defined as the transmission facility (or channel or group of channels on such facility) that extends from a Main Distribution Frame (MDF), or its equivalent, in a GTE end office or wire center up to and including the loop "demarcation point", including inside wire owned by GTE. The loop demarcation point is that point on the loop facility where GTE's ownership and control ends and the subscriber's ownership and control begins. Generally, loops are provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the subscriber's premises. However, a loop may be provided via other means, including radio frequencies, as a channel on a high-capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber's premises via a copper or coaxial drop or other facility. The loop includes all features, functions and capabilities of such transmission facilities, including attached electronics (except those electronics used for the

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provision of advanced services, such as digital subscriber line access multiplexers ("DSLAMs") and line conditioning.

2.1.1.1 Types of Loops. The types of unbundled loops made available to NETWORKTEL under this Article are:

- 2.1.1.1.1 "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility also may include carrier derived facility components (i.e., pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. GTE does not guarantee data modem speeds on a 2-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier.
- 2.1.1.1.2 "4-Wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. GTE does not guarantee data modem speeds on a 4-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier.
- 2.1.1.1.3 "2-Wire Digital Loop" is a transmission facility capable of transporting digital signals up to 160 kpbs, with no greater loss than 38 db. end-to-end, measured at 40 kHz. At NETWORKTEL's request, line extension equipment may be added, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). When utilizing ADSL technology, NETWORKTEL is responsible for limiting the Power Spectral Density (PSD) of the signal to levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards.
- 2.1.1.1.4 "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 Mbps. 4-wire digital loops are only provisioned on copper facilities. When a 4-wire digital loop is used by NETWORKTEL to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz, in which case loss should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms.
- 2.1.1.1.5 "DS-1 Loops" will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects.
- 2.1.1.1.6 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. The DS-3 loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.

- 2.1.1.1.7 "Dark Fiber Loops" consist of fiber that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying communications services. In accordance with Rule 51.319(a)(1), GTE will not make dark fiber loops available as an UNE before May 17, 2000. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of dark fiber as an UNE.
- 2.1.2 Subloops. The subloop UNE is defined as any portion of the loop, including inside wire, that is technically feasible to access at the drop pedestal, cross connect box and pair gain in GTE's outside plant. In accordance with Rule 51.319(a)(2), GTE will not make subloops available as an UNE before May 17, 2000. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of subloops as an UNE.
- 2.1.3 Inside wire. The inside wire UNE is defined as all loop plant owned by GTE on an end-user Customer premises as far as the point of demarcation. In accordance with Rule 51.319(a)(2), GTE will not make inside wire available as an UNE before May 17, 2000. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of inside wire as an UNE.
- 2.1.4 Network Interface Device (NID). The NID UNE is defined as any means of interconnection of end-user Customer inside wiring to GTE's distribution plant. To gain access to an end-user's inside wiring, NETWORKTEL may connect its own loop directly to GTE's NID where NETWORKTEL uses its own facilities to provide local service to an end-user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network.
- 2.1.5 Local Circuit Switching. The local circuit switching UNE is defined as: (i) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (ii) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (iii) all features, functions and capabilities of the switch. GTE reserves the right not to provide circuit switching and shared transport as a UNE under the circumstances described in Rule 51.319(c)(2).
- 2.1.5.1 Types of Local Circuit Switching. At NETWORKTEL's request, GTE will make available the following types of Circuit Switching as UNEs:
- 2.1.5.1.1 Analog Line Side Port. An analog line side port¹ is a line side switch connection used to provide basic residential- and business-type exchange services.

¹A Port provides for the interconnection of individual Loops to the switching components of GTE's network. In general, the port is a line card or trunk card and associated peripheral equipment on a GTE end office switch that serves as the hardware termination for the end-user's Exchange Service on that switch, generates dial tone, and provides the end-user access to the Public Switched Telecommunications Network (PSTN). Each line-side port is typically associated with one (or more) telephone numbers(s), which serve as the end-user's network address. A port also includes local switching, which provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. When NETWORKTEL orders and unbundled port, the NETWORKTEL has the option to submit a Directory Service Request (DSR) to have the listings included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR. GTE will honor NETWORKTEL Customers' preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

- 2.1.5.1.2 ISDN BRI Digital Line Side Port. An ISDN BRI digital line side port is a basic rate interface (BRI) line side switch connection used to provide ISDN exchange services.
- 2.1.5.1.3 Coin Line Side Port. A coin line side port is a line side switch connection used to provide coin services.
- 2.1.5.1.4 DS-1 Digital Trunk Side Port. A DS-1 digital trunk side port is a trunk side switch connection used to provide the equivalent of 24 analog incoming trunk ports.
- 2.1.5.1.5 ISDN PRI Digital Trunk Side Port. An ISDN PRI digital trunk side port is a primary rate interface (PRI) trunk side switch connection used to provide ISDN exchange services.
- 2.1.6 Local Tandem Switching. The local tandem switching UNE is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of the connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate end office switches).
- 2.1.7 Packet Switching. The packet switching UNE is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the DSLAM. GTE reserves the right not to provide packet switching as a UNE under the circumstances described in Rule 51.319(c)(5). In accordance with Rule 51.319(c)(5), GTE will not make packet switching available as a UNE before May 17, 2000. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of packet switching as a UNE.
- 2.1.8 Dedicated Transport. The dedicated transport UNE is defined as GTE interoffice transmission facilities, including all technically feasible capacity-related services, including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular Customer or carrier, that provide telecommunications between wire centers owned by GTE or NETWORKTEL, between switches owned by GTE or NETWORKTEL.
- 2.1.9 Dark Fiber Transport. The dark fiber transport UNE is defined as GTE optical interoffice transmission facilities without attached multiplexing, aggregation or other electronics. In accordance with Rule 51.319(d), GTE will not make dark fiber available as a UNE before May 17, 2000. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of dark fiber transport as a UNE.
- 2.1.10 Shared Transport. The shared transport UNE is defined as interoffice transmission facilities shared by more than one carrier, including GTE, between end office switches, between end office switches and tandem switches, and between tandem switches, in GTE's network. shared transport (also known as common transport) provides the shared use of interoffice trunk groups and tandem switching that are used to transport switched traffic, originating or terminating on a GTE port, between central office switching entities. Shared transport will include tandem switching if GTE's standard network configuration includes tandem routing for traffic between these points. Shared transport is

provided automatically in conjunction with port and local circuit switching. GTE reserves the right not to provide circuit switching and shared transport as an UNE under the circumstances described in Rule 51.319(c)(2).

- 2.1.11 Signaling Networks. The signaling network UNE is defined as access to GTE signaling networks and signaling transfer points. SS7 transport and signaling shall be provided in accordance with the terms and conditions of a separately executed agreement, or via GTOC Tariff FCC No. 1.
- 2.1.12 Call-Related Databases. The call-related database UNE is defined as a database, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. These databases include the calling name database, 911 database, E-911 database, line information database, toll free calling database, advanced intelligent network database and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. LIDB services and database 800 type services shall be provided in accordance with the rates, terms and conditions of GTOC Tariff FCC No. 1. In accordance with Rule 51.319(e)(2)(i), GTE will not make the calling name database, 911 database or E-911 database as an UNE before May 17, 2000. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of such databases as an UNE. In addition, GTE reserves the right not to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment.
- 2.1.13 Service Management Systems. The service management system database system UNE is defined as a computer database or system not part of the public switched network that: (i) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call and (ii) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.
- 2.1.14 OS/DA. The OS/DA UNE is defined as: (a) any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call (OS); and (b) a service that allows subscribers to retrieve telephone numbers of other subscribers (DA). In accordance with Rule 51.319(f), GTE will not provide OS/DA as a UNE when it offers customized routing. Where NETWORKTEL provides its own OS and DA platform, NETWORKTEL is required to route its OS and DA traffic to its platform over customized routing. GTE shall: (a) provide NETWORKTEL a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations) and a schedule for customized routing in the switches with existing capabilities and capacity; (b) provide NETWORKTEL with applicable charges, and terms and conditions, for providing customized routing; and (c) choose the method of implementing customized routing of OS and DA calls. When GTE offers customized routing to NETWORKTEL, NETWORKTEL will be required to establish dedicated transport in order to route OS/DA traffic to the designated platform. If a dedicated transport UNE is used to route OS/DA traffic to the designated platform, NETWORKTEL must purchase a trunk side port and establish a collocation arrangement in accordance with the Collocation Article. If the dedicated transport UNE used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or trunk side port is required.

- 2.1.15 OSS. The OSS UNE is defined as operations support system functions consisting of pre-ordering (including nondiscriminatory access to the same detailed information about loop qualification information that is available to GTE), ordering, provisioning, maintenance and repair, and billing functions supported by GTE's databases and information. In accordance with Rule 51.319(g), GTE will not make the loop qualification information available as an UNE before May 17, 2000. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding the implementation of such information as an UNE.
- 2.1.16 Line Sharing. The line sharing UNE is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. Upon written request by NETWORKTEL or GTE, the Parties shall engage in further good faith negotiations regarding, and take all reasonable steps necessary to ensure, the implementation of line sharing as an UNE. In accordance with par. 161 of the Line Sharing Order, GTE may not be able to make Line Sharing available as an UNE before June 6, 2000.
- 2.2 Combinations. GTE will offer combinations of UNEs (UNE-P) where the elements are already combined in GTE's network, subject to the limitations, requirements and restrictions of applicable law, including, without limitation, Rule 51.319, the Line Sharing Order, the UNE Remand Order and the Act. GTE is no longer required to provide OS/DA as a UNE where GTE offers customized routing. Nevertheless, GTE will continue to provide OS/DA based on market rates (see Appendix D) until the Parties negotiate a separate OS/DA agreement. In the alternative, NETWORKTEL can obtain an alternative provider. In addition, NETWORKTEL may not use any UNE combination as a substitute for special access service pending the FCC's resolution of this issue in its Fourth FNPRM in Docket No. 96-98. NETWORKTEL shall not have physical access to the combined UNEs in GTE's premises. However, NETWORKTEL may use UNE combinations to provide a significant amount of local exchange service, in addition to exchange access service, to a particular Customer. The following are not offered in UNE-P arrangements: (a) Frame Relay; (b) ATM; (c) ADSL; and (d) AIN. NETWORKTEL may order the following standard UNE-Ps pursuant to this Article:
- 2.2.1 UNE Basic Analog Voice Grade Platform, which consists of:
- 2.2.1.1 UNE 2-Wire Loop;
 - 2.2.1.2 UNE Basic Analog Line Side Port; and
 - 2.2.1.3 UNE Shared Transport.
- 2.2.2 UNE ISDN BRI Platform, which consists of:
- 2.2.2.1 UNE 2-Wire Digital Loop;
 - 2.2.2.2 UNE ISDN BRI Digital Line Side Port; and
 - 2.2.2.3 UNE Shared Transport.
- 2.2.3 UNE ISDN PRI Platform, which consists of:
- 2.2.3.1 UNE DS-1 Loop;
 - 2.2.3.2 UNE ISDN PRI Digital Trunk Side Port; and

2.2.3.3 UNE Shared Transport.

2.2.4 UNE DS-1 Platform, which consists of:

2.2.4.1 UNE DS-1 Loop;

2.2.4.2 UNE DS-1 Digital Trunk Side Port; and

2.2.4.3 UNE Shared Transport.

3. Operations Matters.

3.1 Ordering.

The ordering procedures for UNEs and UNE-P's are described in the GTE Guide found on GTE's wise website <http://www.gte.com/wise>. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by NETWORKTEL before a request can be processed. ASRs and/or LSRs submitted by NETWORKTEL will be reviewed by GTE for validation and correction of errors. Errors will be referred back to NETWORKTEL. NETWORKTEL will then correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR/LSR.

3.2 Unauthorized Changes.

If NETWORKTEL submits an order for UNEs or UNE-Ps under this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the end-user notifies GTE that the end-user did not authorize NETWORKTEL to provide local exchange services to the end-user, NETWORKTEL must provide GTE with written documentation of authorization from that end-user within thirty (30) Business Days of notification by GTE. If NETWORKTEL cannot provide written documentation of authorization within such time frame, NETWORKTEL must within three (3) Business Days thereafter:

3.2.1 notify GTE to change the end-user back to the LEC providing service to the end-user before the change to NETWORKTEL was made;

3.2.2 provide any end-user information and billing records NETWORKTEL has obtained relating to the end-user to the LEC previously serving the end-user; and

3.2.3 notify the end-user and GTE that the change back to the previous LEC has been made.

Furthermore, GTE will bill NETWORKTEL fifty dollars (\$50.00) per affected line to compensate GTE for switching the end-user back to the original LEC.

3.3 Letter of Authorization.

GTE will not release the Customer Service Record (CSR) containing Customer proprietary network information (CPNI) to NETWORKTEL on GTE end-user Customer accounts unless NETWORKTEL first provides to GTE a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between GTE and

NETWORKTEL authorizing the release of such information to NETWORKTEL or if state or federal law provides otherwise, in accordance with such law. An LOA will be required before GTE will process an order for UNEs or UNE-Ps provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than NETWORKTEL. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and NETWORKTEL.

3.4 Provisioning.

GTE agrees to provide UNEs and UNE-Ps in a timely manner, considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. GTE shall provide power to ordered UNEs and UNE-Ps on the same basis as GTE provides power to itself. UNEs and UNE-Ps will be provided only when facilities are Currently Available. If facilities are not Currently Available, NETWORKTEL will be notified and the order will be rejected. The determination of whether or not facilities are Currently Available will be made on a case-by-case basis. NETWORKTEL may use the Bona Fide Request (BFR) process to request GTE to construct facilities at NETWORKTEL's expense. GTE will use the following guidelines to determine if facilities are Currently Available to provision a requested UNE or UNE-P:

- 3.4.1 GTE will not place new interoffice facilities or outside plant feeder or distribution facilities.
- 3.4.2 GTE will not breach existing interoffice facilities, outside plant feeder or distribution facilities or central office cabling or wiring to install new electronics or housing for plug-in electronic cards or modules. GTE will install new plug-in cards or modules when the housing already exists and is wired into the network.
- 3.4.3 In most circumstances, GTE will install drops and NIDs to connect outside plant facilities to an end-user's premises to provide a UNE loop. GTE will use the same procedures its uses to determine when a drop would routinely be installed for a GTE Customer to determine if a drop will be installed for a UNE loop. Drops will not be installed when conditions such as excessive length, size of cable or use of fiber optics would require GTE outside plant construction personnel to install the drop.
- 3.4.4 GTE will not install new switches or augment switching capacity.
- 3.4.5 GTE will not install new software or activate software requiring a new right to use fee in switching equipment. GTE will activate software that is currently loaded in a switch but is not in use.
- 3.4.6 In certain situations, GTE utilizes pair gain technology, such as Integrated Digital Loop Carrier (IDLC)² or analog carrier, to provision facilities. GTE may not be able to provision a loop UNE in such cases. Where GTE can provision a loop UNE using pair gain technology, the capabilities of such loop UNE may be limited. If NETWORKTEL orders a loop UNE that would normally be provisioned over facilities using pair gain technology, GTE will use alternate facilities to provision the loop UNE if alternate facilities are Currently Available. If alternate facilities are not Currently Available, GTE will advise NETWORKTEL that facilities are not available to provision the requested loop UNE.

3.5 Bona Fide Request Process.

² See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

The Bona Fide Request (BFR) process shall be used when NETWORKTEL requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via BFR. The following guidelines shall apply to the BFR process.

- 3.5.1 A BFR shall be submitted in writing by NETWORKTEL and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.
- 3.5.2 NETWORKTEL may cancel a BFR in writing at any time prior to NETWORKTEL and GTE agreeing to price and availability. GTE will then cease analysis of the request.
- 3.5.3 Within five (5) Business Days of GTE's receipt of the BFR, GTE shall acknowledge in writing its receipt of same and identify a single point of contact and any additional information needed to process the request.
- 3.5.4 Except under extraordinary circumstances, within thirty (30) Business Days of GTE's receipt of the BFR, GTE shall provide a proposed price and availability date, or GTE will provide an explanation as to why GTE elects not to meet NETWORKTEL's request. In cases of extraordinary circumstances, GTE will inform NETWORKTEL as soon as it realizes that it cannot meet the thirty (30) Business Day response due date. NETWORKTEL and GTE will then determine a mutually agreeable date for receipt of the request.
- 3.5.5 Unless NETWORKTEL agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by NETWORKTEL, in accordance with the applicable provisions of this Agreement.
- 3.5.6 Upon affirmative response from GTE, NETWORKTEL will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions and/or price of the request GTE agrees to meet, the Dispute Resolution procedures described in Article III, Section 18 herein may be used by a Party to reach a resolution.

3.6 Connections.

- 3.6.1 With the exception of shared transport, the UNEs specified above may be directly connected to NETWORKTEL facilities or to a third-party's facilities designated by NETWORKTEL to the extent technically feasible. Direct access to loops, port and local switching, and dedicated transport, that terminate in a GTE Wire Center or other GTE premises, must be accomplished via a collocation arrangement in that Wire Center or premise. In circumstances where collocation cannot be accomplished in the Wire Center or premise, the Parties agree to negotiate for possible alternative arrangements. Removal of existing cable pairs required for NETWORKTEL to connect service is the responsibility of NETWORKTEL.
- 3.6.2 In order to minimize adverse effects to GTE's network, the following procedures shall apply regarding NID connection:
 - 3.6.2.1 When connecting its own loop facility directly to GTE's NID for a residence or business Customer, NETWORKTEL must make a clean cut

on the GTE drop wire at the NID so that no bare wire is exposed. NETWORKTEL shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.

- 3.6.2.2 At multi-tenant Customer locations, NETWORKTEL must remove the jumper wire from the distribution block (i.e., the NID) to the GTE cable termination block. If NETWORKTEL cannot gain access to the cable termination block, NETWORKTEL must make a clean cut at the closest point to the cable termination block. At NETWORKTEL's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. NETWORKTEL will compensate GTE for the trip charge necessary to identify the cable pair to be removed.
- 3.6.2.3 GTE loop elements leased by NETWORKTEL will be required to terminate only on a GTE NID. If NETWORKTEL leasing a GTE loop wants to connect such loop to a NETWORKTEL NID, NETWORKTEL also will be required to lease a GTE NID for the direct loop termination and effect a NID-to-NID cross connection.
- 3.6.2.4 Rather than connecting its own loop directly to GTE's NID, NETWORKTEL also may elect to install its own NID and effect a NID-to-NID cross connection to gain access to the end-user's inside wiring.
- 3.6.2.5 If NETWORKTEL provides its own loop facilities, NETWORKTEL may elect to move all inside wire terminated on a GTE NID to one provided by NETWORKTEL. In this instance, a NID-to-NID cross connection will not be required. NETWORKTEL, or the end-user premise owner, can elect to leave the disconnected GTE NID in place, or to remove the GTE NID from the premises and dispose of it entirely.
- 3.6.2.6 GTE agrees to offer its NIDs to NETWORKTEL for lease, but not for sale. Therefore, NETWORKTEL may remove GTE identification from any GTE NID to which it connects a NETWORKTEL loop, but NETWORKTEL shall not place its own identification on such NID.

3.7 Conditioning.

At NETWORKTEL's request, and for the charge(s) described on Appendix D, GTE will condition those lines that are unbundled pursuant to this Article to remove load coils, bridge taps, low pass filters, range extenders and other devices to allow such lines to be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL services, or, in the case of analog lines, to meet specific transmission parameters (e.g., Type C, Type DA, Improved C). dedicated transport may be conditioned for DS-1 clear channel capability.

3.8 Line Testing.

Upon NETWORKTEL's request, and for the charge(s) described on Appendix D, GTE will test and report trouble for all features, functions, and capabilities of conditioned lines, subject to all of the following limitations and conditions:

- 3.8.1 Such testing must be technically feasible.
- 3.8.2 If NETWORKTEL has directly connected its facilities to a loop, GTE will not

perform routine testing of the loop for maintenance purposes. NETWORKTEL will be required to perform its own testing and notify GTE of service problems. GTE will perform repair and maintenance once trouble is identified by NETWORKTEL. If the loop is combined with dedicated transport, NETWORKTEL will not have access to the loop in the wire center. In this case, GTE will perform routine testing of the loop and perform repair and maintenance once trouble is identified.

- 3.8.3 All loop facilities provided by GTE on the premises of NETWORKTEL's end-users, up to the network interface or demarcation point, are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.
- 3.8.4 If NETWORKTEL leases loops that are conditioned to transmit digital signals, as part of that conditioning, GTE will test the loop UNE and provide recorded test results to NETWORKTEL. In maintenance and repair cases, if loop tests are performed, GTE will provide any recorded readings to NETWORKTEL at the time the trouble ticket is closed in the same manner as GTE provides the same to itself and/or its end-users.

3.9 Loop Interference and Maintenance.

If NETWORKTEL's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by GTE or other CLECs in the same cable sheath, GTE will so notify NETWORKTEL and NETWORKTEL will immediately remove such interfering technology and shall reimburse GTE for all costs and expenses incurred related to this interference. When NETWORKTEL provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform routine maintenance. NETWORKTEL can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the GTE NID and GTE will repair (or replace) the NID, or, at NETWORKTEL's option, effect a NID-to-NID cross connection, using the GTE NID only to gain access to the inside wire at the Customer location.

4. Financial Matters.

4.1 Rates and Charges.

The monthly recurring charges (MRCs) and non-recurring charges (NRCs) applicable for the UNEs and UNE-Ps, and related services made available under this Article are set forth in Appendix D attached hereto and made a part of this Article. Compensation arrangements for the exchange of switched traffic between NETWORKTEL and GTE when NETWORKTEL uses a GTE port, local switching and shared transport shall be as set forth in Appendix D.

4.2 Billing.

GTE will utilize CBSS to produce the required bills for UNEs ordered via the LSR process. This includes NIDs, loops, loops combined with port, ports and local switching and shared transport. State or sub-state level billing will include up to thirty (30) summary bill accounts. Timing of messages applicable to GTE's port and circuit switching UNEs (usage sensitive services) will be recorded based on originating and terminating access. GTE will utilize CABS to produce the required bills for UNEs and UNE-Ps ordered via the ASR process. This includes dedicated transport and loops

combined with dedicated transport. Incollects are calls that are placed using the services of GTE or another LEC or local service provider and billed to a UNE port, INP number, or LNP number of NETWORKTEL. Outcollects are calls that are placed using a NETWORKTEL UNE port and billed to a GTE line or the line of another LEC or local service provider. Examples of an incollect or an outcollect are collect, credit card calls.

4.2.1 Incollects. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to NETWORKTEL for billing to NETWORKTEL's end-users. GTE will settle with the earning company, and will bill NETWORKTEL the amount of each incollect record less the Billing & Collection (B&C) fee for end-user billing of the incollects. The B&C credit associated with NETWORKTEL's incollect messages that are incurred by GTE will be billed to NETWORKTEL on the monthly statement.

4.2.2 Outcollects. When the GTE end office switch from which the UNE port is served utilizes a GTE operator services platform, GTE will provide to NETWORKTEL the unrated message detail that originates from a NETWORKTEL resale service line or UNE port, but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). As the local service provider, NETWORKTEL will be deemed the earning company and will be responsible for rating the message at NETWORKTEL's rates and for providing the billing message detail to the billing company for end-user billing. NETWORKTEL will pay to GTE charges as agreed to for services purchased, and NETWORKTEL will be compensated by the billing company for the revenue due to NETWORKTEL. When a non-GTE entity provides operator services to the GTE end office from which the resale line or UNE port is provisioned, NETWORKTEL must contract with the operator services provider to obtain any EMR records required by NETWORKTEL.

4.3 Measurement of Originating Usage.

GTE shall record usage data originating from NETWORKTEL Customers that GTE records with respect to its own retail Customers, using services order by NETWORKTEL. On UNE port accounts, GTE will provide usage in EMR format per existing file exchange schedules.

4.4 Measurement of Terminating Usage.

Until such time as industry standards are implemented for recording and measuring terminating local calls, the Parties agree to use factors to estimate terminating usage based on originating usage. Where originating usage cannot be measured, the Parties agree to use assumed minutes. The applicable factors and assumed minutes are set forth in Appendix D.

4.5 Switched Access Usage.

GTE will provide NETWORKTEL switched access usage records (AURs) in EMI Category 11 format for those UNEs which contain this switched access usage component. NETWORKTEL agrees to follow applicable industry standards for the meet-point billing of switched access usage as defined in MECAB.

4.6 Impact of Payment of Charges on Service.

NETWORKTEL is solely responsible for the payment of all charges for all services and facilities furnished under this Agreement, including, but not limited to, calls originated or

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accepted at its or its Customers' service locations. If NETWORKTEL fails to pay when due any and all charges billed to NETWORKTEL under this Agreement, including any late payment charges (collectively, "unpaid charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such unpaid charges excepting previously disputed charges for which NETWORKTEL may withhold payment, GTE shall notify NETWORKTEL in writing that it must pay all unpaid charges to GTE within seven (7) Business Days. If NETWORKTEL disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the unpaid charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges. If NETWORKTEL and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either NETWORKTEL or GTE may file a request for arbitration under General Provisions of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if NETWORKTEL owes payment it shall make such payment to GTE with any late payment charge under from the original payment due date. If NETWORKTEL owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. If NETWORKTEL fails to pay any undisputed unpaid charges, NETWORKTEL shall, at its sole expense, within five (5) Business Days notify its Customers that their service may be disconnected for NETWORKTEL's failure to pay unpaid charges, and that its Customers must select a new provider of local exchange services. GTE may discontinue service to NETWORKTEL upon failure to pay undisputed charges as provided in this Section 4.6 and shall have no liability to NETWORKTEL or NETWORKTEL's Customers in the event of such disconnection. If NETWORKTEL fails to provide such notification or any of NETWORKTEL's Customers fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to NETWORKTEL's Customers under GTE's applicable Customer tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to NETWORKTEL's Customer, but will be assessed to NETWORKTEL.

* GTE has agreed to allow this Amendment to become effective upon execution in order to permit NETWORKTEL to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.


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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of the First Amendment to the Interconnection, Resale and Unbundling Agreement with Network Telephone Corporation was sent via overnight delivery on May 25, 2000 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Network Telephone Corporation
Attention: Brent McMahan
815 S. Palafox
Pensacola, FL 32501


for Kimberly Caswell